

Supplemental Agreements

*A-7 Contract PSC-148-
UNU*

31 August 1953

28 June 1954

25 January 1954

5 March 1954

Supplemental Agreement No. 7
Contract No. PSC-148-UNV

CONFIDENTIAL

This Supplemental Agreement entered into this 28th day of June 1954, effective from 2 December 1952, between the United States of America, hereinafter called "the Government", represented by the Contracting Officer executing this Supplemental Agreement and [redacted], an Illinois Corporation having its principal place of business at [redacted], hereinafter called "the Contractor",

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WITNESSETH:

WHEREAS, there exists between the parties hereto a basic contract known and designated as Contract No. PSC-148-UNV, effective 27 December 1950, which together with the Supplements, Supplemental Agreements and Change Orders issued thereunder is hereinafter called "the contract", and

WHEREAS, the Contractor and the Government have from time to time during the contract period agreed to incorporate certain specification changes and other modifications into certain of the RS-6 Radio Equipment Sets being produced under this contract, and have agreed to certain additional test procedures with respect to such sets; and

WHEREAS, the Contractor has proceeded to incorporate such specification changes and other modifications into certain sets being produced under this contract, and has performed the additional tests agreed to; and

WHEREAS, it is necessary to incorporate into the contract the agreed to specification changes and modifications, and the agreed to additional test procedures, and to adjust the contract price accordingly;

NOW THEREFORE, the parties hereto agree as follows:

1. Contract No. PSC-148-UNV, as amended, is further amended as follows:

(a) The following Special Agreement and the following Technical Action Requests are incorporated into and made a part of the technical specifications of this contract and shall apply to 5,361 units of Item No. 3 of the Schedule "A", as amended, of this contract, and shall supersede any technical specifications of this contract to the contrary:

Special Agreement
Technical Action Requests

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Government's Identification

Contractor's Identification

(1) Special Agreement	GP-930 GP-936 GP-928
(2) Technical Action Request No. 4	GP-880
(3) Technical Action Request No. 6	GP-923 GP-899
(4) Technical Action Request No. 7	GP-931
(5) Technical Action Request No. 13	GP-1041 GP-1042 GP-1055
(6) Technical Action Request No. 14	Time Studies (2)
(7) Special Agreement	GP-946 GP-950 GP-955 GP-958 GP-1002 GP-1005 GP-1009 GP-1010 GP-1045 GP-1046 GP-1047 GP-1052

(b) The above changes in specifications, as described in the Contractor's letter of 9 April 1954 and Exhibit B (Release No. 1) thereto, applicable to 5,361 units of the RS-6 Radio Equipment Sets, result in an increase in the contract price in the amount of One Hundred Fifty-three Thousand Six Hundred Seventy-one Dollars and Thirty-three Cents (\$153,671.33).

2. In addition to the foregoing, Contract No. PSC-143-UNV is further amended as follows:

(a) The following additional Technical Action Request are incorporated into and made a part of the Technical specifications of this contract:

- (1) Technical Action Request No. 8
- (2) Technical Action Request No. 9
- (3) Technical Action Request No. 10

- (4) Technical Action Request No. 16
- (5) Technical Action Request No. 17
- (6) Technical Action Request No. 18
- (7) Technical Action Request No. 20
- (8) Technical Action Request No. 21

(b) The specification changes of this paragraph 2 are no - cost changes and result in no increase or decrease in the contract price.

3. By reason of the foregoing modifications the total contract price is increased by One Hundred Fifty-three Thousand Six Hundred Seventy-one Dollars and Thirty-three Cents (\$153,671.33) from Three Million Thirty-one Thousand Six Hundred Twenty-four Dollars and Forty-six Cents (\$3,031,624.46) to Three Million One Hundred Eighty-five Thousand Two Hundred Ninety-five Dollars and Seventy-nine Cents (\$3,185,895.79), subject to the conditions of General Provisions 30, 31 and 36 of the contract.

4. All other terms and conditions of the contract, as heretofore amended, remain unchanged.

IN WITNESS WHEREOF, the Government and the Contractor have caused this Supplemental Agreement to be executed, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

BY /s/

25X1

TITLE Contracting Officer

ACKNOWLEDGED AND ACCEPTED

25X1

THIS 28th DAY OF June 1954

BY /s/

25X1

TITLE Vice President

1117416
124-2335Supplemental Agreement No. 6
Contract No. F3C-148-UNV

This Supplemental Agreement entered into this 5th day of March 1954, between the United States of America (hereinafter called "the Government"), represented by the Contracting Officer executing this Supplemental Agreement and [redacted], an Illinois corporation, having its principal place of business at [redacted] Chicago, Illinois (hereinafter called "the Contractor").

STAT
STAT

WITNESSETH:

WHEREAS, there exists between the parties hereto, a basic contract known and designated as Contract No. F3C-148-UNV, executed under the effective date of 27 December 1950, which together with all other supplements and change orders issued thereunder, is hereinafter referred to as "the contract", and

WHEREAS, the special connectors and adaptors required under Supplement No. 2 to the contract have not been delivered by the Contractor; and

WHEREAS, it has been determined that a new adaptor of a type different from that specified in Supplement No. 2 will meet the requirements of the Government and eliminate the need for separate connectors; and

WHEREAS, the Contractor has indicated its willingness to accept the foregoing change in requirements; and

WHEREAS, it is necessary to incorporate the foregoing requirements into the contract.

NOW THEREFORE, the parties hereto agree as follows:

Items Nos. 8 and 9 which were incorporated into Schedule "A" of the contract by Supplement No. 2, dated 17 March 1953, are hereby deleted in their entirety and the following new item, Item No. 17, is substituted therefor:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
17.	Adaptors, for connecting original GH-58 Hand Generator Cables to RS-6 Radio Equipment Cots, each consisting of the following: One (1) Amphenol 6 pin plug (Amphenol part No. 91-6A); One (1) Receptacle, Part No. 4092175; One (1) Shell Adapter, Part No. 4158298; and misc. wire and hardware.	
	2496 each - Adaptors at \$2.32 each	\$57,700.72

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The following clauses appearing on page 2 of Supplement No. 2 to the contract are hereby deleted:

"4,400 Connectors to be furnished under Item No. 8 shall be packed separately from RA-6 Radio Equipment Sets, and delivered on or before 30 April 1953.

1,000 Adapters to be furnished under Item No. 9 shall be packed separately from RA-6 Radio Equipment Sets, and delivered on or before 30 April 1953."

The following clause is hereby added to the "Delivery Schedule" of the contract:

The adapters to be delivered under Item No. 17 of Schedule "A" shall be shipped to the following consignee:

Transportation Officer (51-3176)
For the Commanding Officer
Equipment Modification Unit No. 1
8709th Administrative Area Unit
Cameron Station
Alexandria, Virginia

By reason of the foregoing modification the total contract price is decreased by Twenty eight Cents (\$0.28) from Three Million Thirty-one Thousand Six Hundred Twenty-four Dollars and Seventy-four Cents (3,031,624.74) to Three Million Thirty-one Thousand Six Hundred Twenty-four Dollars and Forty-six Cents (\$3,031,624.46) subject to the conditions of General Provisions 30, 31 and 36 of the contract.

All other terms and conditions of the contract as it heretofore has been amended shall be and remain the same.

IN WITNESS WHEREOF, the Government and the Contractor have caused this Supplemental Agreement to be executed, intending to be legally bound thereby.

FOR THE UNITED STATES OF AMERICA

BY: LS

STAT

TITLE: _____

MOTOROLA, INC.

BY: LS

STAT

TITLE: _____

Sanitized Copy Approved for Release 2011/09/20 : CIA-RDP78-03424A002400020021-2

DATE OF AT.	31	DATE OF AT.	31
SUBJECT		10 Mar 54 10 Mar	
Supplemental Agreement No. 5 Contract No. PSC-1118-UNV cc ONLY (2) (6 pages in all)		ROUTING	TIME OUT
		OC-11	
DEFER ACTION UNTIL	ANSWERED	NO REPLY	COURIER NO.
FORM NO.		(18-40)	

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Page Denied

Next 5 Page(s) In Document Denied

Supplemental Agreement No. 4
Contract No. PBC-148-UNV

This Supplemental Agreement entered into this 31st day of August 1953, between the United States of America (hereinafter called "the Government"), represented by the Contracting Officer executing this Supplemental Agreement and [redacted], an Illinois corporation having its principal place of business at [redacted] Chicago, Illinois (hereinafter called "the Contractor").

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WITNESSETH:

WHEREAS, there exists between the parties hereto a basic contract known and designated as Contract No. PBC-148-UNV, executed under the effective date of 27 December 1950, which together with all other supplements and change orders issued thereunder, is hereinafter referred to as "the contract"; and,

WHEREAS, it was found that a quantity of the RS-6 Radio Equipment Sets fabricated under the contract contain defects for which the Contractor and the Government are jointly responsible; and,

WHEREAS, it was necessary to repair and/or rework the defective sets to obtain the quality of equipment essential to operations; and,

WHEREAS, the parties hereto agreed as to the manner by which the repair and/or rework program would be undertaken, and the method of apportioning costs therefor; and,

WHEREAS, the contracting parties have agreed as to the portion of the repair and/or rework cost to be borne by the Government and paid the contractor under the contract; and,

WHEREAS, it is necessary to incorporate said agreements into the contract; and,

WHEREAS, the Government desires to obtain spare parts for the RS-6 Radio Equipment Sets; and,

WHEREAS, the Contractor has indicated its willingness to furnish the desired spare parts.

NOW THEREFORE, the parties hereto agree as follows:

A. The following new items of work and services (Items Nos. 13 and 14) are added to Schedule "A" of the contract:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
13.	Repair and/or rework 639 sets of Radio Equipment, RS-6 containing defects for which the Contractor and the Government are jointly responsible, in accordance with the decisions reached by mutual agreement between the contracting parties as set forth below and in the "RS-6 Performance Requirements and Technical Rework Agreement" attached hereto;	

- (a) That 278 sets of RS-6 Radio Equipment delivered and accepted under the contract will be repaired and/or reworked by the Contractor at the Government's facility in the vicinity of Washington, D. C. That the cost of this work will be borne solely by the Contractor and not charged against Contract No. PSC-148-WNV.
- (b) That 42 sets of RS-6 Radio Equipment delivered and accepted under the contract will be returned to the Contractor and reworked at its plant.
- (c) That the transportation costs for returning the 42 sets of RS-6 Radio Equipment from the Agency's warehouse to the Contractor's plant in Chicago, Illinois and return shipment to the Agency's warehouse will be borne by the Government. Such transportation charges will be reimbursed by the Government when invoiced by the Contractor as a separate item and supported by the original transportation document showing evidence of payment.
- (d) That 319 sets of RS-6 Radio Equipment in various stages of fabrication at the Contractor's plant shall be reworked prior to delivery under the contract.
- (e) The portion of the total repair and/or rework cost for sub-items (b) and (d) above, exclusive of transportation costs provided for in sub-item (c) above, chargeable to the Government under Contract No. PSC-148-WNV shall be \$12,953.67

14.
Stock No.
5/5820-003-6038

Spare Parts Sets for RS-6 Radio Equipment Sets (3rd Echelon Spares). Each set of spare parts shall consist of the items listed in and otherwise conform to List No. 478W106, Issue X3, Release No. PG-406, dated July 10, 1953, including changes and additions set forth in the index attached thereto dated July 20, 1953. Said list and attachment are on file with the Contractor and the Government and are incorporated into and made a part of this contract by reference.

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300 Sets - Spare Parts for RS-6 Radio Equipment at ~~\$275.54 ea.~~ ^{\$275.70 ea.} ~~\$82,662.00~~ ^{\$83,634.00}

B. The following delivery requirements are hereby added to the "Delivery Schedule" stated on Page 5 of the contract:

The spare parts to be furnished under Item No. 14 shall be packed for domestic shipment and delivered prior to completion of shipments of the RS-6 Radio Equipment Sets.

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C. That part of the third paragraph appearing on Page 5 of the basic contract which reads,

"The Contractor shall make deliveries f.o.b. Chicago, Illinois, with transportation charges prepaid to Bethesda, Maryland, in accordance with the delivery schedule stated below."

is hereby changed to read as follows:

"The Contractor shall make deliveries f.o.b. Chicago, Illinois, with transportation charges prepaid to such destinations within the continental limits of the United States as may be designated by the Contracting Officer, in accordance with the schedule stated below or as said schedule may be amended from time to time by mutual agreement between the contracting parties."

General Provision 30, appearing on Page 10 of the basic contract is deleted and the following General Provision 30 is substituted therefor:

"30. For the purpose of redetermining the contract price under the provisions of General Provision 30, the Contractor will not be limited to the unit prices applicable to the individual items stated in Schedule "A" with the exception of Items Nos. 2 and 13; however, the overall redetermined contract price shall not exceed the total contract price stated in the contract, as amended."

By reason of the foregoing modifications, the total contract price is increased by \$95,615.67, from \$2,000,007.68 to \$2,095,623.35, subject to the conditions of General Provisions 30, 31 and 36 of the contract.

All other terms and conditions of the contract, as it heretofore has been amended, shall be and remain the same.

IN WITNESS WHEREOF, the Government and the Contractor have caused this Supplemental Agreement to be executed, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

BY _____
TITLE Contracting Officer

ACKNOWLEDGED AND ACCEPTED

THIS 4 DAY OF November 1953

MOTOROLA, INC.

NY: 151

TITLE: _____

CONFIDENTIAL